

EXHIBIT A

Vivint's Legal Term and Conditions

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Legal Terms and Conditions

IMPORTANT NOTICE: THESE LEGAL TERMS AND CONDITIONS ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW.

These Legal Terms and Conditions (the “Terms”) apply to the advertising, marketing and/or sale of Vivint, Inc.’s (“Vivint”) products and services, including through <http://www.vivint.com> (<http://www.vivint.com>), <https://shop.vivint.com> (<https://shop.vivint.com>), <https://buy.vivint.com> (<https://buy.vivint.com>), and any subdomains hosted thereunder (collectively, the “Websites”). These Terms are subject to change by Vivint without prior written notice at any time, in our sole discretion.

Pricing

Purchase of a Vivint system requires minimum \$29.99/month services agreement in conjunction with minimum \$599.99 equipment purchase. Prices, discounts and promotions are subject to change without notice. \$199 installation fee applies. Monthly \$1.48 cellular network maintenance fee applies. DIY system purchases and reactivations of previously-installed systems may not be eligible for certain offers.

Third-Party Financing Options Available

Equipment may be financed subject to a separate agreement with one of Vivint’s third-party financing partners. Well-qualified customers may finance equipment purchase at 0% APR for up to 60 months. Financing eligibility and terms subject to credit approval by the applicable financing partner. Additional equipment may be purchased and financed. Financing options require monthly services agreement

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coterminous with third-party equipment financing agreement (for example, \$29.99/month for 60 months = total services cost \$1,799.40). Month-to-month service agreement available when equipment is purchased upfront.

Vivint Systems & Services

System supports up to twelve cameras subject to sufficient WiFi speeds. Without a Vivint services plan, product and system functionality is limited (including loss of connectivity via the Vivint Smart Home app). Speak to a Vivint representative at **866-719-8399 (tel:+18667198399)** for complete equipment, services, and package details, including pricing and financing details. Offers may not be available in all states or provinces. Taxes and local permit fees may apply. New Vivint customers only.

Vivint Licenses

Products and services in Louisiana provided by Vivint Louisiana Commercial Certificate #58280. See Vivint license numbers [here](https://www.vivint.com/legal/licenses) (<https://www.vivint.com/legal/licenses>).

Governing Law

All matters arising out of or related to these Terms shall be governed by the laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Utah.

Vivint Referral Program Terms and Conditions

These terms and conditions apply to the Vivint Referral Program (“Program”) from Vivint. By referring a customer (“Referring Customer”), being referred and activating service (“Referred Customer”), or otherwise participating under the Program, the Referring Customer and Referred Customer, agree to these terms.

Rewards:

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844.229.5938 (tel: +18442295938)
Under the Program, eligible Referring Customers and Referred Customers satisfying all Program eligibility criteria shall each receive a reward ("Reward"). The type and amount of the Reward shall be determined by Vivint and is subject to change at Vivint's sole discretion. Effective March 15, 2014, the Reward under the Program is a \$50 account credit for both the referring customer and referred customer.

Eligibility:

Rewards for Referring Customers only are available to Vivint Home automation and security customers located in serviceable areas with accounts in good standing, for the activation of new home automation or security services in the home of a Referred Customer and any required right of rescission period has expired. Services are subject to change by Vivint.

Reward Requirements:

In order for the Referring Customer and Referred Customer to receive a Reward, the Referring Customer must refer another qualified individual for the Service and the referred customer must:

- Referred customer must sign up for any Vivint package at minimum \$50.99/month for 48 or 60 (48 months in CA and WI). Activation fees vary by package. Satisfactory credit history and home ownership required. Sales tax and local permit fees may apply. Services not available in all areas. All services in Louisiana performed by Vivint Louisiana License # F1819. See Vivint license numbers here.
- Not have been a Vivint Home Service customer within 120 days of the date of referral;
- Activate Service under Vivint's standard customer agreement within the promotion period of the referral; and
- Any applicable Right of Rescission period has expired.

Limits & Expiration:

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(2) The total value of rewards per customer is unlimited. Various Rewards may be offered from time to time at the sole discretion of the Vivint. Offer not transferable or redeemable for cash and is good for account credit only. 844.229.5938 (tel:+18442295938)

Referral Message Limits:

Referring Customers are welcomed to send unlimited social media and email messages, but shall be limited in the number of texts messages sent to 50. Any Referring Customers found to be sending mass texts or texts to individuals with whom he/she has no personal relationship will be disqualified from the Program and will not receive any Rewards.

Privacy and Information:

By participating in the Program the Referring Customer and Referred Customer agree that Vivint may provide their information (such as first and last name and installation date) to the Referring Customer, Referred Customer, and others, including third party providers for purposes of administration of the Program.

General Provisions:

If multiple referrals for the same person are received only one Reward, subject to these terms, will be provided for the referral first received by Vivint, as determined by Vivint.

Rewards may not be combined with other offers or promotions.

This offer is intended for Vivint customers to refer their friends and family to Vivint as new customers, and should not be generally advertised or marketed in any commercial manner. Commercial accounts/customers not eligible for the Program.

Program participation is limited to Vivint residential customers with accounts in good standing. Property owners, sales agents, managers, leasing/rental agents, and landlords, or their respective agents, employees or contractors, of apartments, townhouses, condominiums or other types of multiple dwelling units are not eligible to participate in the Program or receive any Rewards, discounts or other promotional offers under the Program or for referring a customer who rents, purchases or otherwise obtains a unit owned, managed, leased and/or maintained by such person.

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(2) Vivint reserves the right to change Rewards and eligibility criteria under the Program, and to alter, modify, suspend or terminate the Program at any time upon notice, 844.229.5938 (tel:+18442295938) which notice may be provided through the Site, mail, e-mail or such other methods as determined by Vivint in its sole discretion. Terms subject to change.

FTC 16 CFR Part 255 Compliance:

Program participants must comply with the Federal Trade Commission's 16 CFR Part 255 "Guides Concerning the Use of Endorsements and Testimonials in Advertising". Accordingly, if you make any post on any social network (such as Facebook, Twitter, Instagram, Pinterest, or LinkedIn) as a part of this Program, you must include, and not delete, any disclosure that the Program website automatically creates for the post you are making. In the event that no such disclosure is automatically generated for your social network, you must, at a minimum include either "This is a paid endorsement" or "#paidad" in any social network posts you make as a part of this program. You are responsible for ensuring that your posts on any social network comply with the terms of use of the site, and any other applicable laws, statutes, and regulations.

Standard Limited Warranty

Your purchase of a smart home system (the "System") with professional installation from Vivint comes with a Limited Warranty that applies to each Vivint-installed component of your system. Please review your customer agreement with Vivint for full Limited Warranty terms and conditions. The following is a brief summary of key terms for your convenience only:

Your Limited Warranty covers defects in the materials and workmanship of each component that makes up your System during the Warranty Period, which lasts for one hundred and twenty (120) days after we complete the installation. During the Warranty Period, we will repair or replace any defective part of the System that requires on-site professional installation without charge to you. Before Vivint sends on-site repair services to your residence, you must first contact Vivint customer service at **(800) 216-5232 (tel:+18002165232)** to attempt to resolve your needs over the phone. During the Warranty Period, we will also replace defective System components that do not require professional installation, such as door and window sensors, at no charge to you except the cost of standard shipping to your address for self-installation. We can fulfill our obligations under the Limited Warranty using new parts or used parts of the same functionality, and keep all replaced parts. After the

Warranty period expires, you will be responsible for a visit charge at our then-prevailing rate for service, plus any applicable taxes. The Limited Warranty excludes coverage for damages to equipment resulting from normal wear-and-tear, abuse, neglect, and acts of God. Certain other terms and restrictions apply. See your customer agreement for complete details regarding the Service Plan.

SMS Terms and Conditions

Vivint may contact its customers in a variety of ways including sending SMS notifications to the number they provide. Message and data rates may apply.

You may receive an SMS message with one of the following phone numbers listed below. For best customer service, please use the phone number provided in your SMS message.

Account Maintenance:

855.634.4266 (tel:+18556344266)

Installation Appointments:

855.737.3595 (tel:+18557373595)

855.273.8527 (tel:+18552738527)

Service Appointments:

855.881.3392 (tel:+18558813392)

877.873.9879 (tel:+18778739879)

800.318.1970 (tel:+18003181970)

Technical Support:

855.272.5029 (tel:+18552725029)

Vivint FlexPay Alerts

By providing a mobile phone number and verbally consenting to receive messages from Vivint, you will be enrolled to receive Vivint FlexPay Alerts messages. (7) 844.229.5938 (tel:+18442295938)

Subscribers will receive two (2) text messages per attempt to qualify for financing. Reply **STOP** to stop receiving messages, and **HELP** for help. Message and data rates may apply.

HELP Information

For more info, text HELP for help related to Vivint's Vivint FlexPay Alerts program, or call 800-216-5232 (tel:+18002165232), or contact customersupport@vivint.com (customersupport@vivint.com) to communicate with a customer service representative.

Carriers Supported

Vivint text message alerts are compatible with a variety of mobile carriers including but not limited to, Alltel, AT&T, Boost. Cricket Wireless, MetroPCS, Sprint, T-Mobile, Verizon Wireless, Virgin Mobile, and U.S. Cellular. Other regional and smaller carriers are also supported. To participate, the recipient's phone needs to be text messaging-enabled. Vivint strives to ensure that everyone can participate, but depending on your carrier, plan, and phone, Vivint cannot guarantee it will work for you. Neither Vivint nor any mobile carrier will be liable for delayed or undelivered messages.

Privacy Policy

Vivint respects your right to privacy. You can view our privacy policy here (<https://www.vivint.com/legal/privacy-policy>).

Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

By agreeing to these Terms, you agree to resolve any and all disputes with Vivint as follows:

Binding Arbitration: All claims or disputes arising out of or relating to these Terms (including the Terms' or Privacy Policy's formation, performance, and breach), the parties' relationship with each other, and/or your use of our Website(s) shall be finally

settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To start an arbitration, you must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at www.jamsadr.com (www.jamsadr.com)); (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, 620 Eighth Ave. NY Times Building 34th Floor New York, NY 10018 USA; and (c) send one copy of the Demand for Arbitration to Vivint at Vivint, Inc., 4931 N. 300 W., Provo, UT 84604, Attention: Legal Department.

Class Action Waiver: you and Vivint (collectively, the "parties") agree that the resolution of any disputes between the parties shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND VIVINT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, COLLECTIVE ACTION, PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR VIVINT ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND VIVINT FURTHER AGREE THAT NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, VIVINT, AND ALL PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING.

Additional Terms

If you have existing security equipment in your home, such equipment may or may not be compatible with Vivint's equipment and may be incorporated into the new Vivint system in some instances. Because system configurations may vary widely, for a completely customized price quote contact a Vivint representative at [866-719-8399](tel:8667198399) (tel:+18667198399).

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Customer Support (<https://support.vivint.com/s/>)

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Terms of Service (<https://www.vivint.com/legal/terms-of-use>)

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(<https://www.requesteasy.com/6387-1256>)